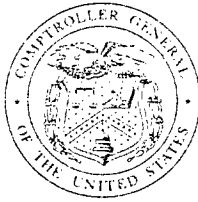


DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

10,155

FILE: B-194700

DATE: May 11, 1979

MATTER OF: W. L. Thomas, Inc.

[Protest Alleging Awardee's Bid Was Not Signed]

DIGEST:

1. Where protester's initial submission indicates a protest is without legal merit, GAO will decide matter without obtaining a report from procuring agency.
2. Failure of bidder to sign bid is waivable as minor informality when accompanying bid bond is properly executed and clearly evidences bidder's intent to be bound by bid submitted.

DLG 01584

✓ W. L. Thomas, Inc. (Thomas) has protested the award of a contract to Sasser Construction Company (Sasser) under invitation for bids (IFB) No. N62472-79-B-6307 issued by the Northern Division, Naval Facilities Engineering Command (Navy). The basis of Thomas' protest is that, contrary to the bid instructions, Sasser's bid was not signed. *DLG 01585 AGC 01504*

This case falls within the ambit of our decisions which hold that where it is clear from the protester's initial submission that the protest is without legal merit, we will decide the matter without obtaining a report from the procuring agency pursuant to our Bid Protest Procedures, 4 C.F.R. Part 20 (1978). Fire & Technical Equipment Corp., B-192408, August 4, 1978, 78-2 CPD 91.

Some evidence of the bidder's intention to be bound by its bid must accompany the bid, so that a valid contract will result from the Government's acceptance of the offer. The usual expression of this intention is the signature of the bidder on the bid form in the space provided for that purpose. The Government may, however, examine the entire bid document to determine whether the bidder has manifested its intention to be bound. If such evidence is found, the lack of signature is immaterial.

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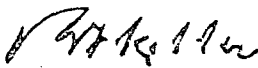
In the instant case, as the protester acknowledges, the awardee's unsigned bid was accompanied by a properly executed bid bond. The bid bond evidences Sasser's intent to be bound by its unsigned bid, and we believe the Government may require Sasser to perform the contract at the bid price. Thus acceptance of the unsigned bid in the instant case does not undermine the integrity of the competitive bidding system and is in the Government's best interest.

In addition, the procuring activity is subject to the Defense Acquisition Regulation (DAR) which provides that the failure of a bidder to sign its bid may be waived as a minor informality if:

"the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid document such as submission of a bid guarantee with bid * * *." DAR § 2-405(iii)(B) (1976 ed.).

Accordingly, the Navy properly waived Sasser's failure to sign its bid as a minor informality. Edmund Leising Building Contractor, Inc., B-184405, October 29, 1975, 75-2 CPD 263.

The protest is summarily denied.


Deputy Comptroller General
of the United States